

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				<b>1. Contract ID Code</b> Firm-Fixed-Price		<b>Page 1 Of 4</b>	
<b>2. Amendment/Modification No.</b>  P00006		<b>3. Effective Date</b>  2004AUG03		<b>4. Requisition/Purchase Req No.</b>  SEE SCHEDULE		<b>5. Project No. (If applicable)</b>	
<b>6. Issued By</b> TACOM WARREN AMSTA-AQ-ATBB JAMES VICTOR (586)574-7924 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: VICTORJ@TACOM.ARMY.MIL		<b>Code</b> W56HZV		<b>7. Administered By (If other than Item 6)</b> DCMA STEWART & STEVENSON SEALY P.O. BOX 457 SEALY, TX 77474-0457  <b>SCD B PAS NONE ADP PT HQ0339</b>			
<b>8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)</b>  STEWART & STEVENSON TACTICAL VEHICLE SYSTEMS, LP 5000 I-10 WEST SEALY, TX. 77474-9506  TYPE BUSINESS: Large Business Performing in U.S.				<input type="checkbox"/>		<b>9A. Amendment Of Solicitation No.</b>	
				<input type="checkbox"/>		<b>9B. Dated (See Item 11)</b>	
				<input checked="" type="checkbox"/>		<b>10A. Modification Of Contract/Order No.</b>  DAAE07-01-C-S059	
				<input type="checkbox"/>		<b>10B. Dated (See Item 13)</b>  2001APR24	
<b>Code</b> 0FW39		<b>Facility Code</b>					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. <b>FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.</b> If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
<b>12. Accounting And Appropriation Data (If required)</b> NO CHANGE TO OBLIGATION DATA							
<b>13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS</b> KIND MOD CODE: A It Modifies The Contract/Order No. As Described In Item 14.							
<input checked="" type="checkbox"/> <b>A. This Change Order is Issued Pursuant To:</b> Changes Clause The Changes Set Forth In Item 14 Are Made In The Contract/Order No. In Item 10A.							
<input type="checkbox"/> <b>B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).</b>							
<input type="checkbox"/> <b>C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:</b>							
<input type="checkbox"/> <b>D. Other (Specify type of modification and authority)</b>							
<b>E. IMPORTANT:</b> Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
<b>14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)</b>  SEE SECOND PAGE FOR DESCRIPTION							
Contract Expiration Date: 2003DEC15							
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
<b>15A. Name And Title Of Signer (Type or print)</b>				<b>16A. Name And Title Of Contracting Officer (Type or print)</b> DENISE MIKA MIKAD@TACOM.ARMY.MIL (586)574-5763			
<b>15B. Contractor/Offeror</b>  _____ (Signature of person authorized to sign)		<b>15C. Date Signed</b>		<b>16B. United States Of America</b>  By _____/SIGNED/ (Signature of Contracting Officer)		<b>16C. Date Signed</b>  2004AUG03	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE07-01-C-S059 <b>MOD/AMD</b> P00006	<b>Page</b> 2 <b>of</b> 4
<b>Name of Offeror or Contractor:</b> STEWART & STEVENSON TACTICAL VEHICLE SYSTEMS, LP		

SECTION A - SUPPLEMENTAL INFORMATION

1. The purpose of Modification P00006 is to:
- a. Extend the completion date of the contract from "30 May 2003" until "15 Dec 2003".
- b. Add the following paragraph:
- "H.3.4   \*\*\*\*\*   To coincide with the appropriate modifications to Contract DAAE07-03-S023, the following vehicles are hereby transferred to contract DAAE07-03-C-S023:
- 1)   M1078A1 Trk, Cargo LMTV, w/o winch, SN: A-T013899BFAK   2320-01-477-6343
- 2)   M1083A1 Trk, Cargo MTV, w/o winch,   SN: B-T013486EFLJ   2320-01-477-3890
2. All paragraphs containing changes are marked with sextuple asterisks.
3. As a result of this modification, there is no change in contract amount. All terms and conditions remain unchanged.

\*\*\* END OF NARRATIVE A 006 \*\*\*

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 ISSUE OF DOCUMENTS. All documents of the issue listed in the contract and identified in the Defense Index of Specifications and Standards (DODISS) printed July 1,1997, form a part of this contract to the extent applicable, unless specifically stated otherwise.

H.2 ENGLISH LANGUAGE REQUIREMENT. During the life of this contract, the following shall be presented and maintained in the English language unless specified otherwise by the Procuring Contracting Officer:

- (a) All deliverable data items.
- (b) All correspondence records and files.
- (c) All in-process reviews, start-of-work meetings, or any other meeting required by the effort under this contract.
- (d) All technical manuals, publications, lists and maintenance charts.
- (e) All Contractor data compiled during test.
- (f) All decals and information affixed to the vehicle (i.e., oil fill capacity, transmission shifting patterns, stenciling).

H.3 GOVERNMENT'S RIGHT TO FURNISH PROPERTY

H.3.1 Pursuant to the Government Property Clause in Section I of this contract, the Government will furnish the Government Furnished Property(GFP) listed below, F.O.B. Sealy, Texas, for use in the performance of this contract:

Quantity	MODEL	NOMENCLATURE	NSN
4	M1078A1	LMTV Cargo w/o Winch	2320-01-447-6343
3	M1083A1	MTV, Cargo w/o Winch	2320-01-447-3890
1	M1084A1	MTV, Cargo w/MHE	2320-01-447-3887
1	AN/PSM-95	Test Set, Electronic Sys (Sport)	6625-01-445-0085

H.3.2\* All GFP trucks will be made available 1 day after contract award. The Test Set (Sport) will be available within 3 weeks after contract award.

H.3.3 \*\*\*\*\* The Contractor shall return one M1078A1 LMTV Cargo, Serial Number A-T014066BFBK, and one M1083A1 MTV Cargo, Serial Number C-013565EFMJ to the Government, at Contractor expense, no later than 15 May 03 to a location(s) to be provided at a later date. The Contractor shall return all other Government Furnished Property to the Government no later than 07 Feb 03 to a location(s) to be specified by the Government, in accordance with Section C.8. Exception: The Electronic System Test Set (SPORT) shall be delivered with the trucks 19 Feb 02 to Aberdeen Test Center.

H.3.4 \*\*\*\*\* To coincide with the appropriate modifications to Contract DAAE07-03-S023, the following vehicles are hereby transferred to contract DAAE07-03-C-S023:

- 1) M1078A1 Trk, Cargo LMTV, w/o winch, SN: A-T013899BFAK 2320-01-477-6343
- 2) M1083A1 Trk, Cargo MTV, w/o winch, SN: B-T013486EFLJ 2320-01-477-3890

H.4 Technical Data Package Review (TDPR)

a) Introduction: This clause is intended to prepare the Contractor for assumption of responsibility of the complete technical data package for vehicles which are proposed for production under Phase II of the FMTV competitive rebuy acquisition. The drawings and technical data for the FMTV-A1 incorporated herein have been prepared and checked in accordance with accepted engineering practices. On the basis of previous experience, however, it is reasonable to assume that such data may contain deficiencies which would preclude the practical manufacture or assembly of the contract items in strict accordance with such technical data. This clause is intended to establish Contractor responsibility to review, identify, and evaluate any such deficiencies in such technical data and to implement such data corrections in contract items in the manner hereinafter set forth, without any equitable adjustment in contract price or delivery schedule under the CHANGES article or any other clause except as is otherwise provided in this clause. By way of example only, data deficiencies which would preclude practical manufacture or assembly include errors or missions in drawings, tolerance stackups beyond the overall specified tolerance limitations for an item, dimensions resulting in no-fit conditions, and requirements for material which

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is not readily available or suitable for production.

b) Definitions.

(1) An actual impossibility is one in which the contract cannot be performed in strict accordance with technical data by the Contractor or any other responsible source of supply because of drawing or specification errors: and

(2) A practical impossibility is one in which performance of the contract in strict accordance with the technical data would entail extreme and unreasonable difficulties and exorbitant costs on the part of the Contractor, or any other responsible source of supply, such as would amount to commercial senselessness.

c) \*\* Scope. During the term of this contract, the Contractor shall perform a detailed review of the technical data furnished for the contract items or as otherwise specified by the Government as a part of the contract as awarded and as a part of any change issued pursuant to the CHANGES article thereafter. This review shall serve to identify, evaluate, and be the basis for recommending corrective action as part of contractor's Phase II production proposal. The Contractor shall recommend corrective action in the form of a data change proposal. This proposal should be referred to as a Technical Data Package Review Change Proposal (TDPRCP). This proposal shall contain the information required in order to correct any data deficiency constituting an actual or practical impossibility which would preclude practical manufacture or assembly. This information would ensure that the contracted items, including all components, assemblies, and parts can be produced, fabricated, and assembled in strict accordance with the technical data. These items would be corrected as required by this clause without resorting to any deviations, waivers, or changes of those items. A preliminary list (Technical Data Package Review Change Proposal) shall be given to the PCO by December 21, 2001 for "suggested sources" changes or any other changes that would cover errors, omissions or producibility problems. This list shall be updated prior the delivery of the modified Government furnished vehicles. The Government review and approval process for any TDPRCPs shall be set forth in the Phase II Production RFP. Review of any TDPRCPs will be conducted as part of the Phase II source selection process. Any approval and implementation of TDPRCP's will not occur until after Phase II Production contract award.

d) Consideration. The price for TDPR with respect to technical data furnished as part of the contract as awarded is amortized in the price of the items furnished hereunder. The Contractor shall without increase in contract price or extension in delivery schedule conduct the required review and evaluation during the term of this contract. The price for TDPR with respect to technical data furnished as a part of any Government issued post award change during this contract will be a part of an equitable adjustment for such change, if applicable. Any technical data deficiencies discovered in Phase I and identified by the Contractor and for which a TDPRCP will be submitted as part of the Phase II Production proposal shall not be a basis for rejection of the Phase I vehicle items.

e) Government Right to Convey Information. The Government reserves the right to convey information to the Contractor for its use in TDPR. Any such information so conveyed shall not entitle the Contractor to any price or delivery schedule adjustment or damages pursuant to any clause of this contractor or otherwise.

f) Rights and Remedies. The rights and remedies of the Government provided in this clause are in addition to and do not admit any right afforded to the Government by any other clause of this contract.

H.5 PAYMENT FOR DATA ITEMS. Payment for data items will not be separately priced and is included in the cost for CLIN 0001. In the event the contractor does not deliver any or all of the data required by the contract, the Government may withhold or suspend payments until the delinquent data is delivered. Data Item(s) more than one hundred twenty (120) days delinquent shall result in up to ten percent (10%) to be withheld (at the discretion of the ACO) of the total amount paid for CLIN 0001, until the delinquent data is delivered; unless otherwise agreed to in writing by the Procuring Contracting Officer.

H.6 CONTRACTOR CONTRIBUTION. The Contractor has indicated that he is not specifically charging to the contract specific dollars associated with performance of the effort required for this contract. It is agreed that any dollars required to perform this contract above what is specified in Section B under a Firm Fixed Price shall not be charged to the Government under this or any other contract. It is agreed and understood by the parties to this contract that the Government shall have no liability above the Firm Fixed Price specified in the contract.

\*Changed by Modification P00001

\*\*Changed by Modification P00002.

\*\*\*\* Changed by Modification P00004.

\*\*\*\*\* Changed by Modification P00005.

\*\*\*\*\* Changed by Modification P00006.

\*\*\* END OF NARRATIVE H 001 \*\*\*